

**DEPARTMENT OF REAL ESTATE**

PO Box 187000

Sacramento, CA 85818-7000

916 227-0770



December 24, 2008

A S B Capital Group Inc  
Allen Samuel Brodetsky, Designated Officer  
5535 Canoga Ave #120  
Woodland Hills, CA 91367

Re: Advance Fee Agreement

Dear Mr. Brodetsky,

This letter will acknowledge our receipt of your revised advance fee agreement on December 15, 2008.

The Department has no objection to your use of the advance fee agreement as submitted.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

Sincerely,

Sylvia I. Yrigollen  
Senior Deputy Commissioner  
Advance Fee Review Section



**P (818)-881-8883**  
**F (818)-881-8835**  
**E allen@fundwithme.com**  
**www.fundwithme.com**

Client #1: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State & Zip Code)



**ASB CAPITAL GROUP** 18344 Oxnard St., #210 Tarzana, Ca. 91356

P (818)-881-8883  
F (818)-881-8835  
E [allen@fundwithme.com](mailto:allen@fundwithme.com)  
[www.fundwithme.com](http://www.fundwithme.com)

The Trust Account	ASB Capital Group, Inc. Client Trust Account	(Name of Trust Account)
	First Commerce Bank	(Bank Name)
	16861 Ventura Blvd.	(Street Address of Bank)
	Encino, Ca. 91436	(City, State & Zip Code of Bank)
	004129102	(Bank Account Number)

The Broker agrees to only disburse the advance fee to fund specified services for the principal's benefit. The services to be performed by the Broker shall consist of the following:

- (a) Due diligence analysis of Client/Lender relationship including review of: any and all correspondence to and from existing lender, existing note, existing deed, hardship letter, Asset/Liability Worksheet;

Broker agrees to the following completion date: \_\_\_\_\_ (no later than 10 days from execution of advanced fee agreement)

- (b) Package file for submission to lender for renegotiation;

Broker agrees to the following completion date: \_\_\_\_\_ (no later than 14 days from execution of advanced fee agreement)

- (c) Negotiation with lender and updates to file (if any) as requested by lender; and

Broker agrees to the following completion date: \_\_\_\_\_ (no later than 60 days from execution of advanced fee agreement)

- (d) Finalization of loan modification, short sale (If a short sale, services include submitting to the lender a buyer's offer to purchase property) and/or similar services.

Broker agrees to the following completion date: \_\_\_\_\_ (no later than 120 days from execution of advanced fee agreement)

The advance fee shall be apportioned and disbursed as follows:

- 25% to be disbursed upon completion of (a) above;
- 25% to be disbursed upon completion of (b) above;
- 25% to be disbursed upon completion of (c) above; and
- 25% to be disbursed upon completion of (d) above.

Except as set forth in this section, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by either party without the express written consent of the other party. Any attempt by either party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party shall be null and void. Subject to the above, this Agreement shall be binding upon and take effect for the benefit of the successors and assigns of the parties to this Agreement.

No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized representative of the other party or the actual party themselves, that waiver shall be effective only with respect to the specific obligation described in that waiver.



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Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this section and allowed under applicable law.

This Agreement shall be governed by the laws of the State of California applicable to Agreements made and fully performed in California by California residents.

This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which shall constitute one and the same instrument.

If either party is required to retain the services of an attorney to enforce or otherwise litigate or defend any matter or claim arising out of or in connection with this Agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding.

If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

#### **MANADATORY DISCLOSURES**

The advance service fees held in the trust account remain the property of the Client. Should this agreement be cancelled by either party and to the extent that any portion of the advance services fees are not expended for services specified in this agreement, Broker shall refund the unused portion of the service fee held in the trust account to the Client.

**Notice:** The amount or rate of fees specified in this agreement for services is not fixed by California Law. Fees are set by each broker individually and are subject to negotiation between the client (principal) and the broker.

**Notice:** California Civil Code Section 2945.4 prohibits any real estate licensee from claiming, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. **DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**CLIENT (PRINCIPAL/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY.**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_



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[www.fundwithme.com](http://www.fundwithme.com)

ASB CAPITAL GROUP, INC.

Signature: \_\_\_\_\_

Name: Allen Brodetsky, DRE License # 01502392

Title: Broker of Record

Date: \_\_\_\_\_

Client # 1

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client # 2 (if any)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF REAL ESTATE**

PO Box 187000  
Sacramento, CA 85818-7000  
916 227-0770



December 23, 2008

A S B Capital Group Inc  
Allen Samuel Brodetsky, Designated Officer  
5535 Canoga Ave #120  
Woodland Hills, CA 91367

Re: Advance Fee Agreement

Dear Mr. Brodetsky,

This letter will acknowledge our receipt of your Spanish advance fee agreement, advertising and accounting format submitted on December 19, 2008.

The Department has no objection to your use of the advance fee agreement, accounting format, and advertising as submitted. Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

You may call me at (916) 227-0770 if you have any questions.

Sincerely,

Sylvia I. Yrigollen  
Senior Deputy Commissioner  
Advance Fee Review Section

## ACUERDO DE ANTICIPO AGENTE/CLIENTE

Cliente#1: \_\_\_\_\_ (Nombre)  
\_\_\_\_\_ (Domicilio)  
\_\_\_\_\_ (Ciudad, Estado & Código Postal)

Cliente #2 (si hubiera) \_\_\_\_\_ (Nombre)  
\_\_\_\_\_ (Domicilio)  
\_\_\_\_\_ (Ciudad, Estado & Código Postal)

Entidad Crediticia/Prestamista \_\_\_\_\_ (Nombre del Prestamista)  
\_\_\_\_\_ (Domicilio del Prestamista)  
\_\_\_\_\_ (Ciudad, Estado y Código Postal del Prestamista)  
\_\_\_\_\_ (Número del Préstamo)

Propiedad: \_\_\_\_\_ (Domicilio de la Propiedad)  
\_\_\_\_\_ (Ciudad, Estado & Código Postal de la Propiedad)

Cuota por adelantado: \_\_\_\_\_ (Cantidad)

Como está calculado su cuota:

Si su actual balance es de \$400,000, su cuota es del 1% de \$400,000 que es igual un anticipo de \$4,000

Este Acuerdo de Anticipo de Pagos de Agente/Cliente se establece entre ASB Capital Group Inc, en lo sucesivo denominado "Agente", y las partes mencionadas anteriormente que se refieren a la forma conjunta y/o solidaria como el "Cliente"

El Cliente se compromete a contratar al Agente a realizar servicios relacionados con la modificación de préstamos, las ventas rápidas (Si sea una venta rápida, los servicios incluyen la presentación al prestamista de la oferta de compra de la propiedad por parte de un comprador) de bienes inmuebles y cualquier otro/ todos los servicios similares que puedan ser solicitados por el Cliente. Si este contrato está siendo ejecutado el Agente cobrará un anticipo de pago de servicios, tal como se define más adelante. El Agente está actuando sobre una base de mayor esfuerzo y no hace promesas, garantías ni conclusión de los resultados para el Cliente.

El Cliente se compromete a pagar al Agente un Pago Anticipado a más tardar las 12:00 del mediodía en el 3er día hábil siguiente a la firma de este acuerdo.

El Agente acepta depositar el anticipo en una cuenta y proporcionar al Cliente las cuentas comprobadas como se requieren en el Código de Profesión y Negocios Sección 10146. El Cliente recibirá una copia de dichas cuentas comprobadas, al final de cada trimestre y cuando el contrato haya sido ejecutado por completo por el Agente.

La Cuenta Fideicomiso	ASB CAPITAL GROUP, INC	(Nombre del Cuentahabiente)
	WELLSFARGO	(Nombre del Banco)
	21108 VENTURA BLVD	(Domicilio del Banco)
	WOODLANDHILLS, CA 91364	(Ciudad, Estado & Código Postal del Banco)
	780-887231-6	(Cuenta Bancaria)

El Agente acepta utilizar la cuota por adelantado únicamente para servicios específicos en beneficio del Cliente. Los servicios que serán llevados a cabo por el Agente consistirán en lo siguiente:

- (a) Verificación diligente del análisis del Cliente/elación con el Prestamista incluyendo el resumen de: cualquier y toda la correspondencia de y para el actual prestamista, notas existentes, escrituras existentes, cartas, hoja de trabajo de Activos/Pasivos;

El Agente acepta la siguiente fecha de terminación: \_\_\_\_\_

- (b) Propuesta para la renegociación del Paquete;

El Agente acepta la siguiente fecha de terminación: \_\_\_\_\_

- (c) Negociación con el Prestamista y fechas de entrega (si existieran) como sean requeridas por el Prestamista; y

El Agente acepta la siguiente fecha de terminación: \_\_\_\_\_

- (d) Finalización de la modificación del préstamo, venta al descubierto (Si una venta al descubierto, los servicios incluye Una propuesta de parte del comprador al prestamista para adquirir la propiedad) y/o servicios similares.

El Agente acepta la siguiente fecha de terminación: \_\_\_\_\_

La cuota por adelantado deberá ser repartida y desembolsada de la siguiente manera:

- 25% será repartida a la terminación de (a) arriba mencionada;
- 25% será repartida a la terminación de (b) arriba mencionada;
- 25% será repartida a la terminación de © arriba mencionada; y
- 25% será repartida a la terminación de (d) arriba mencionada.

Salvo como se establece en esta sección, ni el presente Acuerdo, ni ningún derecho en virtud del presente Acuerdo, en todo o en parte, puede ser cedido o transferido por cualquiera de las partes sin el consentimiento expreso por escrito de la otra parte. Cualquier intento por parte de cualquiera de las partes a ceder cualquier de sus derechos o delegar cualquiera de sus obligaciones en virtud del presente Acuerdo sin el consentimiento previo por escrito de la otra parte será nulo y sin efecto. Sujeto al anterior, el presente acuerdo será vinculante y surtirá efecto para el beneficio de los sucesores y cesionarios de las partes en el presente Acuerdo.

Ninguna renuncia, enmienda o modificación, incluidas las por costumbre, por utilización en el oficio, o curso de comercialización, de cualquier disposición del presente Acuerdo, será eficaz a menos que sea por escrito y firmada por la parte contra la dicha renuncia, enmienda o modificación se solicita que sea forzada. Ninguna renuncia por cualquiera de las partes de cualquier incumplimiento por la otra parte en virtud del presente Acuerdo, o de cualquier inobservancia o serie de inobservancias por la otra parte de cualquier de los términos o condiciones de este Acuerdo se constituirá una renuncia de cualquier incumplimiento posterior de lo establecido en este Acuerdo o de cualquier inobservancia posterior de cualquiera de los términos o condiciones de dicho Acuerdo. La ejecución de cualquier obligación requerida de una parte en virtud del presente Acuerdo podrá ser renunciada solo por una renuncia por escrito firmada por un representante debidamente autorizado de la otra parte o de la parte real de si mismos, esa renuncia será efectiva solo con respecto a la obligación específica que se describe en la renuncia.

Cualquier derecho o recurso específico previsto en el presente Acuerdo no será exclusivo, sino será acumulativo con respeto a todos los demás derechos y recursos establecidos en esta sección y permitidos en virtud de la legislación aplicable.

El presente Acuerdo se registrará por las leyes del Estado de California aplicables a los Acuerdos hechos y plenamente realizados en California por residentes de California.

El presente Acuerdo podrá ser ejecutado en múltiples duplicados, cualquier de los cuales se considerará un original, pero todos ellos constituirán un solo y mismo instrumento.

Si cualquiera de las partes está obligada a contratar los servicios de un abogado para hacer cumplir o de otra litigar o defender cualquier asunto de la reclamación que surja de o en conexión con el presente Acuerdo, entonces la parte vencedora tendrá derecho a recuperar de la otra parte, además de cualquier otra forma de reparación adjudicada o otorgada, sus costos razonables y gastos (incluyendo honorarios de abogados) que hayan sido incurridos en el procedimiento.

Si alguna disposición del presente Acuerdo se encuentra inválida o inejecutable en virtud de decreto o decisión judicial, las demás seguirán siendo válidas y ejecutables de acuerdo con sus términos. Sin limitar lo anterior, es expresamente entendido y convenido que es la intención de las partes que todas y cada una disposición de este Acuerdo que establece una limitación de la responsabilidad, renuncia de garantías, o la exclusión de los daños sea separable e independiente de cualquier otra disposición y que puedan ser aplicadas como tales. Además, es expresamente entendido y convenido que, si se determina que algún recurso en virtud del presente Acuerdo no de su finalidad esencial; todas las demás limitaciones de la responsabilidad y la exclusión de los daños establecidas en la presente sección, permanecerán en pleno vigor y efecto.

#### REVELACIONES OBLIGATORIAS

El anticipo de honorarios de servicios, guardado en la cuenta fiduciaria seguirá siendo propiedad del Cliente. En caso de que este acuerdo se cancele por cualquiera de las partes y en la medida en que cualquier parte del anticipo de honorarios de servicios no sea gastado por los servicios especificados en el presente acuerdo, el Agente reembolsará la parte no utilizada o el honorario de servicio guardado en la cuenta fiduciaria para el Cliente.

Aviso: La cantidad o tasa de los honorarios en el presente acuerdo para los servicios no es fijada por la ley de California. Los honorarios son fijados por cada agente por separado y están sujetos a negociación entre el cliente (el principal) y el agente.

Aviso: Código Civil de California Sección 2945.4 prohíbe a cualquier licenciataria de bienes raíces de reclamar, exigir cobrar, recuperar o recibir ninguna indemnización de una persona cuya residencia se encuentre en la ejecución hipotecaria hasta que todos los servicios prometidos se hayan cumplido en su totalidad y se completen. NO FIRMAR ESTE ACUERDO SI UNA NOTIFICACION DE INCUMPLIMIENTO SE HAYA REGISTRADO CONTRA LA PROPIEDAD.

Iniciales: \_\_\_\_\_ Iniciales: \_\_\_\_\_

CLIENTE (EL PRINCIPAL DUEÑO DE LA PROPIEDAD) DECLARA QUE NO SE LE HA DADO NINGUN AVISO DE MOROSIDAD SOBRE LA PROPIEDAD.

Iniciales: \_\_\_\_\_ Iniciales: \_\_\_\_\_

ASB CAPITAL GROUP, INC

Firma: \_\_\_\_\_

Nombre: Allen Brodetsky, DRE Licencia # 01502392

Puesto: Corredor

Fecha: \_\_\_\_\_

Cliente # 1

Firma: \_\_\_\_\_

Fecha: \_\_\_\_\_

Cliente # 2 (si hubiera)

Firma: \_\_\_\_\_

Fecha: \_\_\_\_\_

TRUST ACCOUNT ADJUSTMENT NOTIFICATION

Fecha: \_\_\_\_\_

Cliente: \_\_\_\_\_ (Nombre)  
\_\_\_\_\_ (Domicilio)  
\_\_\_\_\_ (Ciudad, Estado y Código Postal)

Prestamista: \_\_\_\_\_ (Nombre del Prestamista)  
\_\_\_\_\_ (Domicilio del Prestamista)  
\_\_\_\_\_ (Ciudad, Estado, Código Postal del Prestamista)  
\_\_\_\_\_ (Número del Préstamo) Fecha en que fue  
presentada la modificación del paquete.

Propiedad: \_\_\_\_\_ (Domicilio de la Propiedad)  
\_\_\_\_\_ (Ciudad, Estado y Código Postal de la  
Propiedad)

Anticipo: \_\_\_\_\_ (Cantidad)

Cuenta Fiduciaria: **ASB CAPITAL GROUP, INC** (Nombre de la cuenta del Fondo de Inversiones)  
**WELLSFARGO** (Nombre del Banco)  
**21108 VENTURA BLVD** (Domicilio del Banco)  
**WOODLAND HILLS, CA 91364** (Ciudad, Estado y Código Postal del Banco)  
**780-887231-6** (Número de Cuenta del Banco)

Descripción del Servicio Prestado: \_\_\_\_\_

Su cuenta ha sido cargada según lo acordado al Acuerdo de Anticipo Agente-Cliente firmado en:

Cantidad Cargada: \_\_\_\_\_ Total de cargos a la fecha son: \_\_\_\_\_

Su balance restante es: \_\_\_\_\_

Si tiene usted alguna pregunta por favor no dude en consultarnos. Le agradecemos su confianza y estamos trabajando con diligencia para encontrarle la mejor solución a su situación.

Avalo que la información es verídica y precisa.

Allen Brodetsky, Agente CA DRE Lic #01502392

**DEPARTMENT OF REAL ESTATE**

PO Box 187000  
Sacramento, CA 85818-7000  
916 227-0770



August 1, 2008

A S B Capital Group Inc  
Allen Samuel Brodetsky, Designated Officer  
5535 Canoga Ave #120  
Woodland Hills, CA 91367

Re: Advance Fee Agreement

Dear Mr. Brodetsky,

This letter will acknowledge our receipt of your revised advance fee agreement and accounting format on July 31, 2008.

The Department has no objection to your use of the advance fee agreement, accounting format, and advertising as submitted. Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

You may call me at (916) 227-0770 if you have any questions.

Sincerely,

Sylvia I. Yrigollen  
Senior Deputy Commissioner  
Advance Fee Review Section



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[www.fundwithme.com](http://www.fundwithme.com)

### BROKER/CLIENT ADVANCE FEE AGREEMENT

Client #1: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State & Zip Code)

Client #2 (if any): \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State & Zip Code)

Lender: \_\_\_\_\_ (Lender's Name)  
 \_\_\_\_\_ (Lender's Street Address)  
 \_\_\_\_\_ (Lender's City, State & Zip Code)  
 \_\_\_\_\_ (Loan Number)

Property: \_\_\_\_\_ (Property Street Address)  
 \_\_\_\_\_ (Property City, State & Zip Code)

Advance Fee: 1% of outstanding Loan Balance \$4,000 (Amount)

How your advance fee is calculated:

If your current outstanding balance is \$400,000, your fee is 1% of \$400,000 which equals an advance fee of \$4,000.

This Broker/Client Advance Fee Agreement is entered into by and between ASB Capital Group Inc., hereafter referred to as "Broker," and the parties named hereinabove who shall be referred to jointly and/or severally as the "Client."

Client agrees to engage Broker to perform services related to loan modification, short sale ( If a short sale, services include submitting to the lender a buyer's offer to purchase property) of real property and any/all similar services as may be requested by the Client. If this contract is being executed Broker shall charge an advance fee for services as defined herein below. Broker is acting on a best effort basis and makes no promises, warranties, and/or conclusion of outcome to the Client.

Client agrees to pay the Broker an Advance Fee no later than 12:00 noon on the 3<sup>rd</sup> business day following the signing of this agreement.

Broker agrees to deposit the advance fee into its trust account and provide the Client with the verified accountings as required by Business and Professions Code Section 10146. The Client will receive a verified copy of such accountings at the end of each calendar quarter and when the contract has been completely performed by the Broker.

The Trust Account

ASB CAPITAL GROUP, INC  
WELLS FARGO  
21108 VENTURA BLVD  
WOODLAND HILLS, CA 91364  
780-887231-6

(Name of Trust Account)  
(Bank Name)  
(Street Address of Bank)  
(City, State & Zip Code of Bank)  
(Bank Account Number)



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The Broker agrees to only disburse the advance fee to fund specified services for the principal's benefit. The services to be performed by the Broker shall consist of the following:

- (a) Due diligence analysis of Client/Lender relationship including review of: any and all correspondence to and from existing lender, existing note, existing deed, hardship letter, Asset/Liability Worksheet;

Broker agrees to the following completion date: \_\_\_\_\_

- (b) Package file for submission to lender for renegotiation;

Broker agrees to the following completion date: \_\_\_\_\_

- (c) Negotiation with lender and updates to file (if any) as requested by lender; and

Broker agrees to the following completion date: \_\_\_\_\_

- (d) Finalization of loan modification, short sale (If a short sale, services include submitting to the lender a buyer's offer to purchase property) and/or similar services.

Broker agrees to the following completion date: \_\_\_\_\_

The advance fee shall be apportioned and disbursed as follows:

- 25% to be disbursed upon completion of (a) above;
- 25% to be disbursed upon completion of (b) above;
- 25% to be disbursed upon completion of (c) above; and
- 25% to be disbursed upon completion of (d) above.

Except as set forth in this section, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by either party without the express written consent of the other party. Any attempt by either party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party shall be null and void. Subject to the above, this Agreement shall be binding upon and take effect for the benefit of the successors and assigns of the parties to this Agreement.

No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized representative of the other party or the actual party themselves, that waiver shall be effective only with respect to the specific obligation described in that waiver.

Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this section and allowed under applicable law.



**ASB CAPITAL GROUP** 5535 Canoga Ave., Suite #120 | Woodland Hills, Ca. 91367

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F (818)-610-1195

E [allen@fundwithme.com](mailto:allen@fundwithme.com)

[www.fundwithme.com](http://www.fundwithme.com)

This Agreement shall be governed by the laws of the State of California applicable to Agreements made and fully performed in California by California residents.

This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which shall constitute one and the same instrument.

If either party is required to retain the services of an attorney to enforce or otherwise litigate or defend any matter or claim arising out of or in connection with this Agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding.

If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

#### **MANADATORY DISCLOSURES**

The advance service fees held in the trust account remain the property of the Client. Should this agreement be cancelled by either party and to the extent that any portion of the advance services fees are not expended for services specified in this agreement, Broker shall refund the unused portion of the service fee held in the trust account to the Client.

Notice: The amount or rate of fees specified in this agreement for services is not fixed by California Law. Fees are set by each broker individually and are subject to negotiation between the client (principal) and the broker.

Notice: California Civil Code Section 2945.4 prohibits any real estate licensee from claiming, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. **DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**CLIENT (PRINCIPAL/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY.**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_



**ASB CAPITAL GROUP** 5535 Canoga Ave., Suite #120 | Woodland Hills, Ca. 91367

P (818)-312-0831  
F (818)-610-1195  
E [allen@fundwithme.com](mailto:allen@fundwithme.com)  
[www.fundwithme.com](http://www.fundwithme.com)

ASB CAPITAL GROUP, INC.

Signature: \_\_\_\_\_

Name: Allen Brodetsky, DRE License # 01502392

Title: Broker of Record

Date: \_\_\_\_\_

Client # 1

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client # 2 (if any)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Phone # (818)-312-0831**

**Fax # (818)-610-1195**

## **Introduction**

ASB Capital Group specializes in helping people find alternative solutions to avoid foreclosure. Are you worried because your mortgage payment is going up and you are not going to be able to afford the new payment? Have you tried to refinance, but for whatever reason you cannot? Do you owe more than your house is worth and cannot sell your home?

This is the best time to start as we have the best chance to help you if you are not yet in default. It is most helpful to all parties to get this resolved before any late payments; notice of defaults and the like are filed against your credit report.

## **Getting Started**

To begin, we will need you to supply documentation similar to what you provided when you got your home loan, plus a few items unique to this process. We will also need you to sign documents that will allow us to begin helping you. Please carefully review all documents and upon execution fax to (818) 610-1195.

**REMEMBER: Please be completely honest and as complete as possible!**



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Fax # (818)-610-1195

## The Process

### Step 1: Complete & Sign All Documents (Included in this Package)

- A. **INFORMATION WORKSHEET** - Provide information about you, your property, loan & work information.
- B. **FINANCIAL WORKSHEET** - Please complete this simple worksheet and list all income sources, all assets, and all expenses for the borrower and co-borrower.
- C. **HARDSHIP LETTER** - Use this form to explain in detail why you are having problems making your mortgage payment, cannot sell your home or will not be able to afford your payment after interest rate adjustment.
- D. **BORROWER AUTHORIZATION** - This form allows us to negotiate on your behalf with your lender.
- E. **BROKER/CLIENT ADVANCE FEE AGREEMENT** - This form outlines the services that we will be providing.

### Step 2: Provide All Applicable Support Documents (listed on Checklist)

#### Step 3: Send us requested documentation

Please send all documents via fax or email.

Phone: (818) 312-0831

Fax: (818)-610-1195

Email: allen@fundwithme.com

#### Step 4: Underwriter Review & Solution

Once we have received a complete package from you, we will complete a formal analysis of your situation. Once this analysis is complete, we will contact you to review your options.

Additional information and documentation may be required. This letter does not constitute a commitment or approval for assistance.



## ASB CAPITAL GROUP

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### Required Forms and Documents Checklist

Carefully read and check all items listed below verifying that you understand and will provide ASB Capital Group with the information requested within two days from \_\_ / \_\_ / \_\_

<u>Initials</u>	<u>Required Documents and Forms</u>
_____	A copy of your current driver's license or state identification card.
_____	A copy of your two most current and consecutive pay stubs
_____	A copy of your most recent social security awards letter and/or pension awards letters (if applicable)
_____	A complete copy of your income tax return statements for the most recent two years
_____	(Business or self-employed) A copy of your corporate tax return statements for the last 3 years
_____	A copy of all contributing parties' pay stubs to verify income. (if others helping pay mortgage)
_____	A copy Cancelled checks for room rent (if applicable)
_____	A copy of 3 most recent bank statements (all accounts - all pages)
_____	A copy of your ALL household bills (electric, gas, water, child care, health insurance, phone, etc.)
_____	A recent copy of your monthly mortgage statement
_____	A copy of Mortgage Note & Final Settlement Statement (Final HUD)
_____	A copy of Listing Agreement w/Realtor (if applicable)

Signed copies of all forms in this document to include the following:

- ☐ Required Forms and Documents Checklist (this form)
- ☐ Hardship Letter
- ☐ Financial Worksheet
- ☐ Information Worksheet
- ☐ Borrower's Authorization
- ☐ Broker/Client Advance Fee Agreement

Failure to provide all information requested may result in the dismissal of your case.

X \_\_\_\_\_ Date \_\_\_\_\_  
Borrower Signature

X \_\_\_\_\_ Date \_\_\_\_\_  
Co-Borrower Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



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## Hardship Letter Guide

One of the items we have asked you for is a hardship letter. A hardship letter is a written explanation describing the "event(s)" which has/have caused your mortgage difficulties and it is vital in helping you **achieve a loan modification and/or workout**. This letter acts much like an outline documenting the current "life" issues that are affecting your ability to meet your financial obligations. Please keep it short and to the point, usually a half to one full page is more than enough to get your point across.

It is imperative that you use **DETAILED** information in your hardship letter. With any "event(s)" that you discuss, you must include dates, dollar amounts, etc.

**Here is an example list of hardships that lenders consider during the loan workout process:**

- Adjustable Rate Mortgage Reset- Payment Shock.
- Illness
- Loss of Job
- Reduced Income
- Failed Business
- Job Relocation
- Death of Spouse or Co-Borrower
- Death
- Incarceration
- Divorce
- Marital Separation
- Military Duty
- Reduced Income
- Medical Bills
- Damage to Property (natural disaster or unnatural)
- Other (Please Specify)

The hardship letter is an important part of the loan modification and loan workout process. **Make sure you make it unique to your situation and include all of the details of the events.** Remember that your hardship letter is only one piece of the loan workout process, but key in helping you **loan modification and/or workout**.



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### ASSETS/ INCOME & LIABILITY WORKSHEET

Last Name	First Name	Date
<b>ASSETS</b>		
	<b>Balance Value</b>	<b>Amount Owed</b>
		<b>Net Value</b>
1 Checking	\$	\$
2 Savings	\$	\$
3 Cash	\$	\$
4 Certificates of Deposits (CD's)	\$	\$
5 Stocks/Bonds/Mutual Funds	\$	\$
4 I RA/401 k/Retirement Accounts	\$	\$
7 Primary Home	\$	\$
8 Other Real Estate	\$	\$
9 Automobile( s)	\$	\$
Make                  Model                  Year	\$	\$
Make                  Model                  Year	\$	\$
10 Cash Value of Life Insurance	\$	\$
11 Personal Property	\$	\$
12 Other Assets	\$	\$
Total Net Value Assets		\$

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<b>INCOME</b>				
	<b>Monthly</b>	<b>Borrower</b>	<b>Co-Borrower</b>	<b>Total</b>
1	Gross Income	\$	\$	\$
2	Overtime	\$	\$	\$
3	Commission	\$	\$	\$
4	Bonuses	\$	\$	\$
5	Rent	\$	\$	\$
6	Family Support	\$	\$	\$
7	Alimony/Child Support	\$	\$	\$
8	Disability	\$	\$	\$
9	Other Income	\$	\$	\$
10	Total	\$	\$	\$



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Fax # (818)-610-1195

Last Name		First Name		
EXPENSES		Monthly	Total Balance	Months
Monthly		Payment	Due	Remaining
1	1 st Mortgage	\$	\$	
2	2nd Mortgage or Equity Line	\$	\$	
3	Other Mortgage/Rent	\$	\$	
4	Property Tax	\$	\$	
5	Homeowners Insurance	\$	\$	
6	HOA Fees	\$	\$	
7	Utilities (Gas, water, electricity, trash, etc)	\$	\$	
8	Cable TV	\$	\$	
9	Cellular Phone	\$	\$	
10	Telephone	\$	\$	
11	Car Payment	\$	\$	
12	Car Payment	\$	\$	
13	Car Insurance	\$	\$	
14	Gasoline	\$	\$	
15	Car Expenses	\$	\$	
16	Credit Cards	\$	\$	
17	Spending Money	\$	\$	
18	Clothing & Dry Cleaning	\$	\$	
19	Dependent Care	\$	\$	
20	Child Support	\$	\$	

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21	Alimony	\$	\$	
22	School Tuition	\$	\$	
23	Child Care	\$	\$	
24	Medical Insurance	\$	\$	
25	Medical Expenses (Not Covered by Ins)	\$	\$	
26	Life Insurance	\$	\$	
27	Food	\$	\$	
28	Entertainment	\$	\$	
29	Vacations	\$	\$	
30	Other Loans	\$	\$	
31	Charity/Church	\$	\$	
32	Misc Expenses	\$	\$	

Failure to provide all information requested may result in the dismissal of your case.

X \_\_\_\_\_ Date \_\_\_\_\_  
*Borrower Signature*X \_\_\_\_\_ Date \_\_\_\_\_  
*Co-Borrower Signature**Print Name:* \_\_\_\_\_*Print Name:* \_\_\_\_\_

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## Borrower's Authorization

Be it known that I, the undersigned, am the individual and by submitting this form hereby grant permission to **ASB Capital Group**, as my agent, to have the necessary power and authority to undertake and perform the following on my behalf:

I/We authorize ASB Capital Group to obtain and verify any and all mortgage loan information. This is to include and is not limited to payoff, arrearage, reinstatement amounts, work out offers, rate and term modification, principal balance modification, short sale initiation and proceedings, deed in lieu or foreclosure. Additionally, we authorize ASB Capital Group to communicate on our behalf with respect to any of our personal, financial and credit history. Any and all information obtained and/or shared on our behalf is to be used for the purpose of facilitating the expedient and timely resolution of our mortgage distress.

**I understand that I can contact my lender directly, but have chosen to have ASB Capital Group help me negotiate new terms on my behalf.**

X \_\_\_\_\_ / \_\_\_\_\_  
Borrower Signature                      Print                      Date

\_\_\_\_\_  
SS#

X \_\_\_\_\_ / \_\_\_\_\_  
Co-Borrower Signature                      Print                      Date

\_\_\_\_\_  
SS#



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### Information Worksheet

**Borrower:**

Full Name (print): \_\_\_\_\_ Sex (M/F): \_\_\_\_\_

AKA's: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Employer: \_\_\_\_\_

Drivers License # \_\_\_\_\_ Maiden Name \_\_\_\_\_

Mothers Maiden Name \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Co-Borrower:**

Full Name (print): \_\_\_\_\_ Sex (M/F): \_\_\_\_\_

AKA's: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Employer: \_\_\_\_\_

Drivers License # \_\_\_\_\_ Maiden Name \_\_\_\_\_

Mothers Maiden Name \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_



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E [allen@fundwithme.com](mailto:allen@fundwithme.com)

[www.fundwithme.com](http://www.fundwithme.com)

### Trust Account Adjustment Notification

Date: \_\_\_\_\_

Client: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State & Zip Code)

Lender: \_\_\_\_\_ (Lender's Name)  
 \_\_\_\_\_ (Lender's Street Address)  
 \_\_\_\_\_ (Lender's City, State & Zip Code)  
 \_\_\_\_\_ (Loan Number) Date Modification Package Submitted: \_\_\_\_\_

Property: \_\_\_\_\_ (Property Street Address)  
 \_\_\_\_\_ (Property City, State & Zip Code)

Advance Fee: \_\_\_\_\_ (Amount)

Trust Account:	ASB CAPITAL GROUP, INC	(Name of Trust Account)
	WELLS FARGO	(Bank Name)
	21108 VENTURA BLVD	(Street Address of Bank)
	WOODLAND HILLS, CA 91364	(City, State & Zip Code of Bank)
	780-887231-6	(Bank Account Number)

Description of Service Rendered: \_\_\_\_\_

Your account has been debited pursuant to the Broker-Client Advance Fee Agreement signed on: \_\_\_\_\_

Debit Amount: \_\_\_\_\_ Total debits to date are: \_\_\_\_\_

Your remaining balance is: \_\_\_\_\_

**If you have any questions please do not hesitate contacting us. We thank you for your business and are working diligently for a resolution.**

I attest that the accounting is a true and accurate reporting.

\_\_\_\_\_  
 Allen Brodetsky, Broker CA DRE Lic # 01502392